	NWW 570		D 1 mm		
Notice to Vendors	NWLTC	Date and Time by Which Quotation Must be Returned	DATE 11/0416		
This is Not An Order	Minden, Louisiana				
It is Merely	318/678-6290	TO THE VENDOR:			
A Request For Prices	REQUEST FOR QUOTATION	To be returned on or before date specified above to:  Northwest Louisiana Technical College  Purchasing Office			
	Department				
Name and Address of Vendor(Firm or Individual)		6220 East Texas Street			
		Bossier City, LA 71111  DATE DELIVERY REQUIRED:			
		PLEASE STATE DELIVERY DATE BELOW.			
		NOTE: WE RESERVE THE RIGHT TO ACCEPT OR REJECT			
		ANY OR ALL BIDS, AND WAIVE INFORMALITIES.			
V 1 5 1 175 #		D:11V 1 40020 50044			
Vendor Federal I.D. # PURCHASE REQUISITION		Bid Number: 40020-50044			
NOS.	P.O.NO				
ITEM QUANTITY	UNIT of COMMODITY	UNIT	AMOUNT		
NO.	MEASURE	PRICE	AMOUNT		
	PLEASE SUBMIT YOUR BII	D AS PER THE ATTACHED			
For Request for Quotations \$25,000 or less you may FAX your quote					
	to 318/678-6402 or you can MAI	, 1			
	Bossier Parish Community Colleg	5			
	Bossier City, LA 71111. Bids ou	number and the date due conspicuously			
	posted on the front of the envelop	1 ,			
	posted on the front of the chivelop	ic.			
	THIS COVER SHEET MUST B	E RETURNED WITH FIRM NAME,			
	SIGNATURE, TITLE, AND DA	TE SUBMITTED IN ORDER			
	TO BE CONSIDERED				
	NWLTC IS AN EQUAL OPPORTUNITY COLLEGE				
	FOR QUESTIONS REGA	RDING THIS BID			
	CONTACT NWLTC PURCHA				
PLEASE RETURN ON (1) SET OF SPECIFICATIONS.					
BIDS OR QUOTATIONS MAY BE CONSIDERED FOR ALL OR PART OF TOTAL QUANTITIES.					
PRICES QUOTED MUST BE FIRM AND FREE OF ANY					
ESCALATOR CLAUSE					
	furnishing abstracts of bids; a complete record or		_		
subject to the inspections of any citizen. Every courtesy will be afforded any citizen who is interested in investigating					
for any purpose the record of State P	uichases.	THIS QUOTATION IS SUBMITTED			
THE VENDOR:	Your Terms Are:	BY			
Furnish Delivery on Above as		Name of Vendor	_		
Follows:		Signature			

Telephone #\_ Title\_\_\_\_

DATE SUBMITTED\_

#### INSTRUCTIONS TO BIDDERS

#### 1. Bid Forms

All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed. Bids submitted in the following manner will not be accepted:

- 1. Bid contains no signature indicating intent to be bound;
- 2. Bid filled out in pencil; and
- 3. Bid not submitted on the state's standard forms.

Bids must be received at the address specified in the Invitation for Bids prior to bid opening time in order to be considered. Any bid received after bid opening time will be retained in bid file unopened. Telegraphic and fax alterations to bids received before bid opening time will be considered provided formal bid and written alteration have been received and time-stamped before bid opening time. Bids will be publicly opened at Bossier Parish Community College, 6220 East Texas Street, Bldg. J, Bossier City, LA 71111

#### 2. <u>Special Envelope</u> (for Sealed Bids)

Ensure consideration, all sealed bids should be submitted in the special bid envelope if furnished for that purpose. In the event bid contains bulky subject material, the special bid envelope should be firmly affixed to the mailing envelope.

#### 3. Prices

The bidder must state the prices (written in ink, in figures) for which he proposes to furnish each item and shall show the total extended amount for each based on the quantities shown. In case, however, of conflict between the unit price and the extended amount, the unit price shall govern. Unit prices should be inclusive of any freight charges.

#### 4. **F.O.B.**

Bid should be FOB Destination/Agency, title passing upon acceptance of merchandise. Failure to comply with this requirement may disqualify your bid.

#### 5. Standard of Quality

Any product or service bid shall conform to all applicable Federal and State laws and regulations and the specifications contained in the IFB. Unless otherwise specified in the IFB, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the IFB.

#### 6. Descriptive Information

Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, technical data) sufficient for NWLTC Purchasing to evaluate quality, suitability, and compliance with the specifications in the IFB. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect the item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

#### MANUFACTURER'S NUMBERS AND TRADE NAMES

Where manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number is meant to establish the standard, type, quality, style, etc. Northwest Louisiana Technical College shall be the sole judge as to whether or not the equipment offered is equal to that specified.

#### 7. Bid Opening

Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting Northwest Louisiana Technical College Purchasing during normal working hours. Written bid tabulations will not be furnished.

#### 8. Award

Award will be made to the lowest responsible bidder, taking into consideration the quality of the products to be supplied, their conformity with specifications, the purposes for which they are required, and the time for delivery. Northwest Louisiana Technical College reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

#### 9. Purchase Order

If any bid or bids are accepted, an initial purchase order or orders for the entire number of units or part thereof, will be issued not later than thirty (30) days after receipt of bids by the Owner to the lowest bidder offering products which, in the opinion of the College, meet the requirements of these specifications. Any orders resulting from this bid may be cancelled with 30 day written notice.

#### 10. Conditions of Purchase Orders

We will not in any manner be responsible for goods delivered or work done for our account without a written order. No allowance for boxing or crating. If you cannot fill order as directed, return for advice. Quantities in excess of the order may be returned or held subject to shipper's order, expense and risk. By accepting the order you hereby warrant that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agree that this warrant shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected.

#### 11. Inspection and Acceptance

Upon delivery of each item to the Agency, inspection of the item will be made by Northwest Louisiana Technical College, or their representative, at the point of delivery, or in special cases, at point of origin. Acceptance of the item will be made after inspection determines that all requirements of the specifications and the proposal have been met.

#### 12. Reject:

All rejected goods will be at seller's risk and expense, subject to seller's prompt advice as to disposition. Unless otherwise arranged all rejected goods will be returned and charged back including all transportation and handling cost. All packages must reflect the NWLTC purchase order number or it will be refused and returned at vendor's expense.

#### 13. Payment Terms

Cash discounts for less than 30 days or less than 1% or greater than 5% will be accepted, but will not be considered in determining awards. On indefinite quantity terms contracts, cash discounts will be accepted and taken but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later. Invoices shall be submitted to: Northwest Louisiana Technical College, Accounts Payable Section, 9500 Industrial Drive, Minden, Louisiana 71055. We must pay from <a href="ORIGINAL, ITEMIZED">ORIGINAL, ITEMIZED</a> invoices as required by the State Legislative Auditor.

#### 14. <u>U.S. Taxpayer Identification Number</u>

Enter your taxpayer identification number in the appropriate space on the Specifications and Bid Form Page. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. PAYMENT CANNOT BE PROCESSED WITHOUT YOUR TAX I.D. NUMBER.

#### 15. Taxes

The State is exempt from sales/use tax. Vendor is responsible for including all applicable taxes in the bid price.

#### 16. New Products

Unless specifically called for in the IFB, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the IFB. The manufacturer's standard warranty will apply unless otherwise specified in the IFB.

#### 17. Contract Renewals

Upon Agreement of Northwest Louisiana Technical College Purchasing and the contractor, an open-ended requirements contract may be extended for 2 additional 12-month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed 36 months.

#### 18. Contract Cancellation

Northwest Louisiana Technical College reserves the right to cancel this contract with thirty (30) days written notice. Any orders resulting from this solicitation may be cancelled with thirty (30) day written notice.

#### 19. Default of Contractor

Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where Northwest Louisiana Technical College Purchasing has determined the contractor to be in default, Northwest Louisiana Technical College reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

#### 20. Davis Bacon Act

The Davis-Bacon Act, United States Code, Title 40, Chapter 3, Section 276 (a) requires all laborers and mechanics employed by contractors and subcontractors who work on construction projects financed by federal assistance to be paid wages not less than those established by the Secretary of Labor for the locality of the project when required by federal grant program legislation.

#### 21. Order of Priority

In the event there is a conflict between the Instructions to Bidders or General Conditions and the Special Conditions, the Special Conditions shall govern.

#### 22. Applicable Law

All contracts shall be construed in accordance with the governed by the laws of the State of Louisiana.

#### 23. EEOC COMPLIANCE:

By submitting and signing this bid, bidder certifies that he agrees to adhere to the mandates dictated by Title VI and VII of the Civil Rights Act of 1964, as amended; The Vietnam Era Veterans' Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973, Section 202 of Executive Order 11246, as amended; and The Americans with Disabilities Act of 1990. Bidder agrees to keep informed of any compliance with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

#### 24. ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

#### 25. CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities.

#### 26. ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### 27. CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

#### 28. ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statues required in the Anti-Lobbying Act and the Debarment Act.

- 29. Preference for United States Products.
  - In accordance with the provisions of R.S. 39:1595.7, in the event a contract is not entered into for products purchased under the provisions of R.S. 39:1595, each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of this chapter may purchase such materials, supplies, products, provisions, or equipment which are manufactured in the United States, and which are equal in quality to other materials, supplies products, provisions, or equipment, provided that all of the following conditions are met:
  - (1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.
  - (2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.
  - (3) In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.
  - (4) The vendor certifies that such items are manufactured in the United States.

For the purposes of this preference,

- (1) "Manufactured in the United States" means produced by a process in which the manufacturing, final assembly, processing, packaging, testing, and any other process that adds value, quality, or reliability to assembled articles, materials, or supplies, occur in the United States.
- (2) "United States" means the United States and any place subject to the jurisdiction of the United States.

  Do you claim this preference? \_\_\_\_YES

  Specify line number(s): \_\_\_\_\_\_

  Specify the location within the United States where this product is manufactured:

(NOTE: If more space is required, include on a separate sheet.)

#### 30. Standard Preference

A. In accordance with Louisiana Revised Statutes 39:1595, a preference not to exceed 10% may be allowed for paper and paper products manufactured or converted in Louisiana of equal quality. For paper supplied in wrapped reams, each carton and each individual ream shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper is manufactured or converted. For paper and paper products supplied in bulk or in other forms, the smallest unit of packaging shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper or paper product is manufactured or converted.
Do you claim this preference? Yes \_\_\_\_\_\_ Specify Item Number(s) \_\_\_\_\_\_
Name and location within Louisiana where such paper or paper product is manufactured or converted \_\_\_\_\_\_
B. A preference may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.
Do you claim this preference? Yes \_\_\_\_\_\_ Specify Item Number(s) \_\_\_\_\_\_
Specify location within Louisiana where this product is manufactured, produced, grown or assembled \_\_\_\_\_\_
If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of

(Note: If more space is required, include on separate sheet. Failure to specify above information may cause elimination from preferences).

Yes \_\_\_\_\_ No \_\_\_\_

#### 31. Civil Rights

Louisiana residents?

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race religion, sex, handicap or national origin. Furthermore, both parties shall take affirmative action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take affirmative action as provided in the Vietnam Era Veteran's Readjustment Act of 1974, both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin, or handicap.

#### 32. Certification of No Suspension of Debarment

By signing and submitting any proposal for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirement in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" (Formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at https://www.sam.gov

#### 33. Mandatory Disclosure

Under the Uniform Guidance (200.113, shown below) Bossier Parish Community College is obligated to disclose to the Federal awarding agency (or a pass-through if we are a sub-recipient), any violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal Award.

#### 200.113 Mandatory Disclosures

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 32 U.S.C. 3321).

- 34. In accordance with Louisiana Law, All Corporations (See LA R.S. 12:262.1) and limited liability companies (See LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or contract over \$25,000.
- 35. All bid amounts shall be submitted in United State Dollars.

#### 36. Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

#### 37. Termination for Convenience

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### 38. Discrimination Clause

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract

without regard to race, color, religion, sex, sexual orientation, age, gender identification, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

#### 39. Special Accommodation

Any "Qualified Individual with a Disability" as defined by the American with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing not later than 7 days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonable provided, the individual will be informed prior to the bid opening.

#### 40. Indemnity

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

41. In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid form, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter

#### 40. Scope of Contract:

Furthermore submittal of any terms and conditions contrary to those of the State of Louisiana may cause your bid to be rejected. By signing this form terms and conditions which may be included in your bid are nullified, and contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

\_\_\_\_\_

(Members of firm or person authorized to sign bids for corporation)

#### **BIDDERS MUST SIGN IN INK**

#### **IMPORTANT**

Signature Authority: In Accordance with L.R.S. 39:1594 (Act 121) the person signing the bid must be:

- 1. A current corporate officer, partnership member of other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
- 2. An individual authorized to bind the vendor as reelected by an accompanying corporate resolution, certificate or affidavit; or
- 3. An individual listed on the State of Louisiana bidder's Application as authorized to execute bids. By signing the bid, the bidder certified compliance with the above.

WE ARE AN EQUAL OPPORTUNITY COLLEGE.

# Combined Recommended Language for Invitations to Bid (ITB) Veteran-Owned and Service-Connected Disabled Veteran-Owned (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Program

This procurement has been designated as suitable for Louisiana certified small entrepreneurships participation.

The State of Louisiana Veteran and Hudson Initiatives small entrepreneurship programs are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at <a href="https://smallbiz.louisianaforward.com/index">https://smallbiz.louisianaforward.com/index</a> 2.asp.

Bidders that are not eligible for certification are encouraged to use Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships where sub-contracting opportunities exist. To be responsive to this solicitation, the bidder shall be either a Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship or have put forth a good-faith effort to use certified Veteran-Owned or Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships as sub-contractors(s). By signing and submitting this bid, the bidder certifies compliance with this requirement.

For a good faith effort, written notification is the preferred method to inform Louisiana certified Veteran Initiative and Hudson Initiative small entrepreneurships of potential subcontracting opportunities. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <a href="https://smallbiz.louisianaforward.com/index-2.asp">https://smallbiz.louisianaforward.com/index-2.asp</a>. Additionally, a current list of Hudson Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <a href="http://www.prd.doa.louisiana.gov/osp/lapac/Vendor/srchven.asp">http://www.prd.doa.louisiana.gov/osp/lapac/Vendor/srchven.asp</a>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SmallE".

Copies of notification to at least three (or more) certified Veteran Initiative and Hudson Initiative small entrepreneurships will satisfy the notification requirements. Notification must be provided to the certified entrepreneurships by the bidder in writing no less than five working days prior to the date of bid opening. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact. If a certified Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship was not selected, the bidder must certify and maintain written justification of the selection process. The state reserves the right to request confirmation of this information at any time.

In the event questions arise after an award is made relative to the bidder's good faith efforts, the bidder will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. (Agencies should indicate theirspecific requirement, i.e. where to send information and when - with bid, after clear lien, etc.)

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <a href="http://www.legis.state.la.us/lss/lss.asp?doc=671504">http://www.legis.state.la.us/lss/lss.asp?doc=671504</a>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <a href="http://www.legis.state.la.us/lss/lss.asp?doc=96265">http://www.legis.state.la.us/lss/lss.asp?doc=96265</a>. The rules for the Veteran Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <a href="http://www.doa.louisiana.gov/osp/se/se.htm">http://www.doa.louisiana.gov/osp/se/se.htm</a>.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors.

If you are a Certified Small Entrepreneur (Hudson Initiative), Veteran Owned Small Entrepreneurs, or Service-Connected Disabled Veteran-Owned (Veteran Initiative) vendor, please state your Certification Number below.

### **BID FORM**

## **QUOTE FORM**

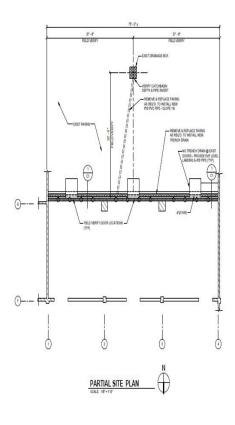
Northwest Louisiana Technical College

Bid Number: 40020-50044 Installation of Trench Drain

Bid Date: November 22, 2016 @ 2:00 p.m. CST

<u>Item</u>	<u>Description</u>	<b>Quantity</b>	Unit <u>Price</u>	Extended Price
1.	Installation of Trench Drain At the Natchitoches campus	1 job		

See attached drawings and specifications

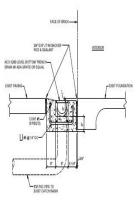


#### GENERAL NOTES:

- THE PURPOSE OF THIS PROJECT IS TO INSTALL A TRENCH DRAIN AT THE REAR OF THE BUILDING TO INTERCEPT SURFACE WATER TO PREVENT WATER INTERSON. SEMICUTION AND REPLACEMENT OF THE EXISTING PAYING IS PART OF THE CONTRACT.
- SUBMITTING A CONSTRUCTION BID AND PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER OF ANY DISCREPANCES OR INCONSISTENCIES IN THE DRAWINGS BEFORE SUBMITTING A CONSTRUCTION BID OR PROCEEDING WITH THE WORK.
- 3. THESE DRAWINGS ARE NOT TO BE SCALED, CALLED DIMENSIONS GOVERN
- THE CONTRACTOR SHALL WEREY LOCATIONS OF ALL EXTERIOR DOORS AN CATCHBASINS PRIOR TO CONSTRUCTION AND BE SOLELY RESPONSIBLE FO CONTRACTOR OF ALL INVESTMENT OF THE CONTRACTOR IN CONTRACTOR
- TRENCH DRAIN SHALL BE ACO KODOWITH CLASS C LOAD RATED GRATING OR BOUAL. THEMSH DRAIN PRODUCT AND INSTALLATION DISTALLS SHALL BE SUBMITTED TO THE ENGINEER FOR PRIOR APPROVAL ID-DAYS PRIOR TO THE DATE OF BID FOR CONSIDERATION.
- CONTRACTOR SHALL REVIEW AND STAMP ALL SUBMITTALS BEFORE FORWARDS TO ARCHITECTERISNEER FOR REVIEW. CONTRACTOR SHOULD INCORPORATE TEN (10) WORKING DAYS FOR ENGINEER REVIEW.

KEYPLAN:

- 8. CONCRETE SHALL HAVE A 28-DAY STRENGTH OF 3,500 PS.
- ALL PENFORONS STEEL SHALL BE NEW BILLET, ASTM ARTS GRADE SO DEFORMED DOMESTIC BARS. ALL ESTALING, FABRICATION, FLACING AND SUPPORTING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ACISS AND CIRCI.









NATIVEW J. WALLACE, P.E., S.E.

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TRENCH DRAIN PLAN & SECTIONS

Abhander 16-102
Date 50F11M0012-005
Designativ MJIN
Drawnty P.S.F.

cale A

Vendor must inspect job site to verity measurements and/or amount of supplies needed prior to bidding. If vendor finds conditions that disagree with the physical lay-out as described in this bid, or other features of the specifications that appear to be in error, vendor should notify agency representative at time of job site visit. Failure to do so will be interpreted that bid is as specified.

Vendor may contact Chad Johnston at 318-678-6290 to schedule job site inspections.

Where: When: Time:
Time:
This signed statement certifies that the vendor named below has visited the job site and is familiar with conditions surrounding fulfillment of the specifications of this project. Failure to submit this certification shall cause the bid to be disqualified.
Vendor Company Name NWLTC Representative
Vendor Signature NWLTC Representative Signature
Vendor Federal I.D.#
Job Location
NWLTC – Natchitoches Campus
6587 Highway 1 Bypass Natchitoches, LA 71457

## COMPENSATION INSURANCE, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW ARE REQUIRED IN THIS BID

#### **CONTRACTOR'S LIABILITY INSURANCE:**

Proof of insurance should be supplied with this Quotation and will be required before work can commence. The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, it's agents, representatives, employees or subcontractors.

Insurance coverage specified below shall be furnished with the following minimum limits:

#### **Workers Compensation**

Workers Compensation Insurance shall be in compliance with the Workers Compensation Law of the State of the Contractor's headquarters. Employers liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's Insurance Company rating requirement may be waived for Workers Compensation Coverage Only.

#### **Commercial General Liability**

Commercial General Liability Insurance, including personal and advertising injury liability, and products and completed operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The insurance services office (ISO) commercial general liability occurrence coverage form CG 00 01 (Current form approved for use in Louisiana), or equivalent, is to be used in the policy, claims made form is unacceptable.

#### **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (Current Form approved for use in Louisiana), or equivalent, is to be used in the policy. This Insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

#### C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

#### 1. General Liability and Automobile Liability Coverages

- A. The Agency, its, officers, agents, employees and volunteers shall be names as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (Current form approved for use in Louisiana) or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- B. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- C. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- D. The Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the policy limits.

#### Workers Compensation and Employers Liability Coverage

The Insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency

#### **All Coverages**

Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the Insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notification shall comply with the standard cancellation provisions in the Contractor's policy.

Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the polices shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers

#### **Acceptability of Insurers**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the project is located. Insurance shall be placed with the Insurers with a A.M. Best's Rating of A-:VI or higher. This rating requirement may be waived for Workers Compensation Coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best Rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

#### **Verification of Coverage**

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage, the certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certifies copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

#### **Subcontractors**

Contract shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's certificates at any time.

#### **INDEMNIFICATION AGREEMENT**

The(Contracto	or) agrees to protect, defend, indemnify, save, and hold			
rmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents,				
servants and employees, including volunteers, from and agai	nst any and all claims, demands, expense and liability			
arising out of injury or death to any person or the damage, lo				
any way grow out of any act or omission of				
servants, and employees, or any and all costs, expense and/or	r attorney fees incurred by			
(Contractor) as a result of any claim, demands, and/or causes of action arising out of the negligence of the State of Louisia Commissions, its agents, representatives, and/or employees.	_			
(Cor	ntractor) agrees to investigate, handle, respond to,			
provide defense for and defend any such claims, demand, or and expenses related thereto, even if it (claims, etc.) is groun but is not required to, consult with the Contractor in the defe responsibility for the handling of and expenses for all claims	ndless, false or fraudulent. The State of Louisiana may, onse of claims, but this shall not affect the Contractor's			
Accepted by				
	Company Name			
	Company Punic			
_				
	Signature			
_				
	Title			
Data Accented				
Date Accepted				
Is Certificate of Insurance Attached?	YesNo			
Contract No for NORTHWEST LOUI	SIANA TECHNICAL COLLEGE			
State Agency N	Jumber and Name			
Ç ,				
Purpose of Contract:				

F.O.B. Destination. The unit price of each item must be inclusive of freight charges order to be considered for award.

The bid price for each item is to be quoted on a "net" basis and F.O.B. NWLTC Destination, i.e. title passing upon receipt and inclusive of all delivery charges.

Bids other than F.O.B. NWLTC Destination may be rejected.

Bids indicating estimated freight charges may be rejected.

Bidders who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item basis.

Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified.

Bids conditioned with a shorter acceptance period may be rejected.

Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected.

In the event of extension errors, the unit price bid shall prevail. Unit prices must be shown, or bid will be rejected.

#### **BID RESPONSE FORM**

BIDDER'S NAME:			
TELEPHONE NO		FAX NUMBER:	
ADDRESS:			
MAILING	CITY	STATE	ZIP
SCOPE: INSTALLATION OF To I/we do hereby acknowledge reco			44
No Dated	No	Dated	
Bidder shall include the cost of the Northwest Louisiana Technical Council If bidding other than the specified descriptive literature of the item (Whenever brand name specificate performance and other character specified, the submission of equivalent products.	College.  d make and model, then the (s) offered to the bid responsions or catalogue numbers	e bidder should att use form for evalu are used to descril	ach illustrations and ation purposes.  Dee the standard of quality,
Signature to the Bid Response For		-	
AUTHORIZED OFFICER:	(Signature)		(Print or Type Name)
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